

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

MILWAUKEE HEALTH
SERVICES, INC.,

Plaintiff,

v.

Civil Action No. 13-CV-797

BUSINESS COMPUTER
APPLICATIONS, INC.,

Defendant.

ORDER DISMISSING CASE

Whereas, Plaintiff Milwaukee Health Services, Inc. (“MHSI”) has filed a Complaint in this action charging the Defendant Business Computer Applications, Inc. (“BCA”) with violations of Wisconsin Statute Section 146.82 and the Computer Fraud and Abuse Act, 18 U.S.C. § 1030, for BCA’s failure to provide MHSI with access to its patient medical records after termination and expiration of the software license agreement between the parties;

Upon consent of the parties, which have reached a settlement agreement regarding this lawsuit:

It is hereby ORDERED AND ADJUDGED that MHSI is enjoined (a) from using BCA's software except strictly in accordance with a valid license agreement from BCA to MHSI with respect to which MHSI is current on its payments¹, (b) from using the software of BCA beyond the term stated in the applicable software license from BCA to MHSI, (c) to permit BCA to enter upon MHSI's premises for a two-week period on and from the date that any BCA software license expires or is terminated to remove (and verify the removal of) BCA's software and documentation (and software of third-parties used in conjunction with software) from MHSI's premises and from all of MHSI's computers and storage media, including without limitation computer servers, personal computers, disks, tapes, drives and other computer and storage devices, (and to facilitate and cooperate with such removal by providing remote connectivity from Georgia and in other ways reasonably requested by BCA), (d) to certify to BCA within fourteen days following any such two-week period, that MHSI has not retained and does not possess any copies or remnants of BCA's software or its documentation (and to report any that MHSI does retain in order to permit BCA to remove same).

¹ The parties have acknowledged that MHSI has paid and BCA has accepted \$11,900 on Invoice 304246 for CMS Software so that MHSI can continue using the CMS Software through 12/31/2013.

It is further ORDERED AND ADJUDGED that judgment is rendered in favor of Defendant BCA and against Plaintiff MHSI in the amount of \$61,700 (less any actual payments by MHSI pursuant to the parties' settlement agreement).

The Court retains jurisdiction to enforce the settlement agreement between the parties. Each claim made in this action that is not expressly granted in this Judgment is denied with prejudice. Each party will bear its own costs and fees.

This action is hereby dismissed without prejudice.

This 28th day of October, 2013.


United States District Judge

CONSENTED TO:

s/ Barbara J. Zabawa

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